

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE US DEPARTMENT OF THE ARMY,
THE ARMY CORPS OF ENGINEERS
AND
THE CONSERVATION FUND**

1. PURPOSE. This Memorandum of Understanding (MOU) outlines the relationship between the U.S. Army Corps of Engineers (USACE) and The Conservation Fund (Fund) in jointly promoting the effective and balanced management of water resources, conservation of wildlife habitat and cultural resources, and sustainable development of communities adjacent to facilities or lands under the control of the USACE or its Defense Department clients consistent with the USACE Civil Works, Regulatory and Real Estate missions.

2. BACKGROUND.

a. SCOPE. USACE provides national leadership in the development, management, conservation and restoration of the nation's water resources and provides real estate services for the agencies of the U.S. Department of Defense. The Fund is a national charitable organization whose purpose is to conserve and restore America's legacy of land, water and heritage resources by working in partnerships that creatively balance nature and the economy. Both USACE and the Fund have worked successfully together on projects of significant mutual interest and value to the nation and want to continue this national partnership. In accordance with applicable laws, regulations, and Army policies, this MOU establishes a framework for continuing this partnership based on the following:

- (1)** Shared commitments to the management of water resources consistent with the need for sustainable development and conservation;
- (2)** Shared commitments to the value of working in partnerships, both public and private, and engaging communities and diverse stakeholders by identifying, understanding, and resolving water resource management challenges;
- (3)** Shared commitments to the value of developing and implementing tools that can effectively conserve and restore aquatic species and aquatic resources; and
- (4)** Shared desire to exchange and disseminate conservation and environmental information.

b. OBJECTIVES OF THE SIGNATORIES.

(1) The USACE and the Fund desire to conserve freshwater, estuarine and coastal water resources, and natural communities inhabited by native animals and plants.

(2) The USACE and the Fund desire to promote greater use of non-structural or green infrastructure approaches to flood protection and navigation projects and mitigation of stormwater impacts on water resources at various scales.

(3) The USACE and the Fund desire to promote innovative thinking about conservation needs to maintain healthy water resources and associated natural communities in the context of a changing climate.

(4) The USACE and the Fund desire to encourage water management approaches that benefit natural communities of plants and animals while simultaneously meeting the present and future needs of human communities.

(5) The USACE and the Fund desire to support the development of appropriate understanding and skills of personnel at the Federal, state and local levels, and public and private sectors that are necessary to meet the challenges of protecting the nation's water resources.

(6) Subject to the availability of resources and in accordance with applicable laws, regulations, Army policies, and The Conservation Fund policies, the USACE and the Fund desire to partner on demonstration projects to test promising water resource management or restoration strategies and techniques, and evaluate their effectiveness in meeting multiple objectives.

(7) The USACE will benefit from the Fund's expertise and innovative problem-solving skills in the context of land and water conservation and restoration; from its relationships and partnerships with community organizations, local and regional land trusts; and from the Fund's partnerships with other Federal, state and local governmental agencies.

(8) The Fund will benefit from the USACE's nationwide presence and expertise in water resource management; its support to the civilian and military missions of the Defense Department on United States soil; and its leadership in water resource restoration.

3. RESPONSIBILITIES.

a. General. Subject to the availability of resources and in accordance with applicable laws, regulations, Army policies, and The Conservation Fund policies:

(1) The USACE will notify all Corps Division and District Offices, relevant laboratories and commissions of the establishment of this MOU.

(2) The Fund will notify its field offices and, on a case-by-case basis, other partners of the establishment of this MOU.

(3) The USACE and the Fund will cooperate in identifying opportunities to promote the conservation and/or restoration of wildlife habitat, water resources and natural ecosystems both on a project-specific level and, at a strategic watershed or other relevant scale, and to promote green infrastructure approaches and sustainable development consistent with the Corps mission and authorities to protect water resources.

b. Funding. This MOU is neither a fiscal nor funds obligation document. The MOU does not commit or authorize the expenditure of any funds. Any endeavor involving reimbursement or contribution of funds between the parties to the MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors, if any, will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for the noncompetitive award to the Fund of any contract or other agreement.

4. General Principles.

a. Cooperation. This MOU is intended only to improve cooperation between USACE and the Fund, and is not intended to create any right or benefit, substantive or procedural, enforceable at law by any party against the United States, its agencies, its officers, or any person.

b. Treatment. Nothing in this MOU shall be construed as affording the Fund any preferential treatment, exclusive rights, or privileges.

c. Authority. USACE and the Fund intend to conduct the activities contemplated in this agreement in accordance with existing authorities. If any provisions of this MOU are determined to be inconsistent with existing laws or regulations or directives governing the signatories, then the provisions of this MOU not affected by a finding of inconsistency shall remain in full force and effect.

5. AGREEMENT AND ADMINISTRATION.

a. Annual Review. The USACE and the Fund shall, at least annually, review their progress in planning, implementing and evaluating the success of projects undertaken as a result of this MOU.

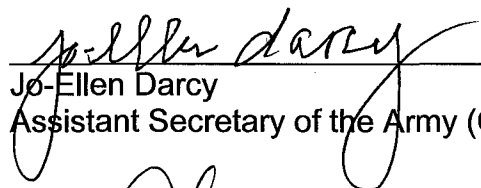
b. Modification and Termination.

(1) This MOU may be modified at any time in writing and signed by an authorized representative of each party.

(2) This MOU may be terminated by either party at any time upon providing sixty (60) days advance notice in writing.

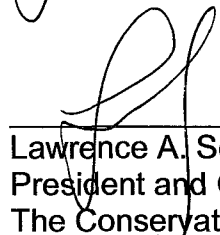
c. Effect on Other Agreements. This MOU in no way restricts the parties from participating with other public or private agencies, organizations, and individuals. All parties recognize the importance of continuing cooperation and participation with non-governmental organizations and institutions in programs of mutual interest.

d. Effective Date and Execution. This MOU will be effective when signed by the authorized representatives of each of the parties of this MOU and shall remain in effect until modified or terminated. The authorized representatives for the MOU shall be the Assistant Secretary of the Army (Civil Works) for the Corps and the President and Chief Executive Officer for The Conservation Fund.



Jo-Ellen Darcy
Assistant Secretary of the Army (Civil Works)

Date: Jan. 22, 2010



Lawrence A. Selzer
President and CEO,
The Conservation Fund

Date: 1-22-10